



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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NHRECOVERY
putting new hampshire to work

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

June 23, 2010

g+c Approved 8/11/10
Item # 41

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Prevention Services, Chronic Disease Prevention Section, to enter into an agreement with Lamprey Health Care, Inc., (Vendor #177677-B003), 128 State Route 27, Raymond, NH 03077, to provide capacity to deliver the Chronic Disease Self-Management Program in New Hampshire, to be effective July 1, 2010, or date of Governor and Council approval, whichever is later, through March 31, 2012. Funding is available through the American Recovery and Reinvestment Act of 2009 (ARRA) in an amount not to exceed \$196,413. Funds are available in the following accounts for SFY 2011 and are anticipated to be available in SFY 2012 depending upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-90-901510-0920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION SERVICES, ARRA CHRONIC DISEASE SELF-MANAGEMENT PROJECT.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	102-500731	Contracts for Program Services	90900004	\$ 96,413
SFY 2012	102-500731	Contracts for Program Services	90900004	\$100,000
		Total		\$196,413

EXPLANATION

Funds in this agreement will be used to further develop and strengthen infrastructure to deliver the Chronic Disease Self-Management Program (CDSMP) for older adults in New Hampshire, specifically: to develop workshop site and referral networks; implement systematic delivery, monitoring, quality assurance and evaluation of the program; and create a plan to embed CDSMP in agencies serving older adults throughout NH. The area to be served is statewide.

New Hampshire's population of older adults ranks 5th in the US (US Census, 2007). The number of adults aged 65-74 years in NH will double in the next 20 years, to 350,000 or 21% of the NH population. (Johnson, Kenneth. Carsey Institute, University of NH. Recent Demographic Trends in the Granite State.) Those

65 years and older experience higher prevalence of chronic disease. Approximately 52.4% of NH elderly have been diagnosed with high blood pressure; 53.3% with arthritis; 18.1% with diabetes; 16.9% with a history of coronary heart disease; 7.6% with asthma; 10.2% with chronic obstructive pulmonary disease and 7.4% with stroke (NH Behavioral Risk Factor Surveillance System). These data show rapidly increasing numbers of people in NH who could benefit from chronic disease self-management programs. Stanford University has documented improved health status and decreased health costs for participants in this program.

Lamprey Health Care, Inc. was selected for this project through a competitive bid process. A legal notice was published in the New Hampshire Union Leader soliciting Request for Proposals (RFP) on April 7, 8 and 9, 2010. In addition, a bidders' conference was held to alert agencies to this RFP and to answer questions. The RFP was also posted on the DHHS web site.

Four Letters of Intent were received for this RFP, but only one proposal was submitted. Four internal and external reviewers, all with over 20 years of experience in elderly services and/or public health, evaluated this proposal. All reviewers concurred that the applicant was well qualified to undertake this project. Ratings showed consensus that proposal strengths included the applicant's prior experience and high degree of collaboration among statewide partners in support of the project. The RFP scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this Agreement has the option to renew for one additional year(s), pending availability of funding, the agreement of the parties and approval by Governor and Council. This is the initial agreement with this Contractor for these services.

The following performance measures will be used to measure the effectiveness of the agreement.


- 1) Project coordinator established; Project Management Team meeting monthly; "Living Well" Advisory Council meeting quarterly; "Living Well" Action Learning Collaborative initiated in Year 2.
- 2) 11 master trainers qualified to train leaders; 4 regional leader trainings; 30 leaders qualified to conduct "Living Well" consumer workshops; leader work plans; CDSMP trainer network for planning and coordination of activities; evaluation for continuous quality improvement of leader trainings.
- 3) Statewide community aging services program site (and referral) network established; referral network created, with feedback loop on outcomes for referring providers from health care and community services.
- 4) Systematic statewide delivery of 5 "Living Well" workshops in Year 1 and 25 in Year 2; 300 total participants, with at least 75% attending all workshop sessions; demonstrated fidelity to CDSMP; demonstrated continuous quality improvement (CQI).
- 5) Stanford required data collected, analyzed and reported; participant course evaluations and self-reported outcomes data collected, analyzed and reported; formative evaluation plan and quality improvement process implemented with feedback for CQI; CDSMP implemented with demonstrated fidelity.
- 6) Sustainability plan developed; "Living Well" Action Learning Collaborative initiated; CDSMP embedded in program delivery for at least 15 community aging services program sites.

The geographic area to be served is statewide.

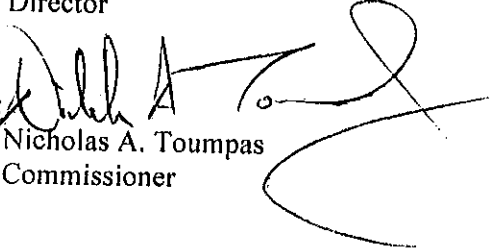
The Source of Funds is 100% Federal Funds (ARRA).

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


José Thier Montero, MD
Director

Approved by:


Nicholas A. Toumpas
Commissioner

JTM/kb

Program Name Chronic Disease Prevention & Control Section
 Contract Purpose Chronic Disease Self-Management Network

RFP Score Summary

REA/RFP CRITERIA	Max Pts	Lamprey Health Care, Inc. Raymond, NH
Agy Capacity	30	25.00
Program Structure	50	38.75
Budget & Justification	15	11.50
Format	5	5.00
Total	100	80.25

BUDGET REQUEST	
Year 01	\$ 96,413
Year 02	\$ 100,000
Year 03	\$ -
TOTAL BUDGET REQUEST	\$ 196,413
BUDGET AWARDED	
Year 01	\$ 96,413
Year 02	\$ 100,000
Year 03	\$ -
TOTAL BUDGET AWARDED	\$ 196,413

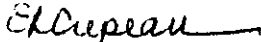

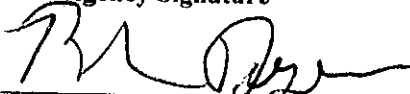

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Kathleen Berman	Diabetes Program Manager	DHHS/Div Public Health Svs	Four internal and external reviewers, all with over 20 years experience in elderly services and/or public health.
2 Lindsay Dearborn	Asthma Program Manager	DHHS/Div Public Health Svs	
3 Tracey Tarr	Supvr, Comm Prog & Long Term Care Unit	DHHS/Bureau of Elderly & Adult Svs	
4 Elaine Frank	retired-Dartmouth-Hitchcock Med Cr	external - NH Public Health Association	

Subject: Chronic Disease Self-Management**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 128 State Route 27, Raymond, NH 03077	
1.5 Contractor Phone Number 603-895-1514	1.6 Account Number 010-090-0920-102-500731	1.7 Completion Date March 31, 2012	1.8 Price Limitation \$196,413
1.9 Contracting Officer for State Agency Joan Ascheim, Bureau Chief		1.10 State Agency Telephone Number 603-271-5172	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth Crepeau, Board President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>5/24/10</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle L. Gaudet		MICHELLE L. GAUDET NOTARY PUBLIC State of New Hampshire My Commission Expires March 3, 2012	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>7/15/10</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, and based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Chronic Disease Self-Management

CONTRACT PERIOD: July 1, 2010 or date of G&C approval, whichever is later, through March 31, 2012

CONTRACTOR NAME: Lamprey Health Care, Inc.
128 State Route 27

ADDRESS: Raymond, NH 03077

BOARD CHAIR: Elizabeth Crepeau

TELEPHONE: (603) 659-2494 ext.7210

The goal of this Contract is to further develop and strengthen infrastructure for systematic delivery of the Stanford Chronic Disease Self-Management Program (CDSMP) to older adults in New Hampshire. Activities under this Contract shall be conducted according to requirements of the Administration on Aging funding opportunity, "American Recovery and Reinvestment Act (ARRA), Communities Putting Prevention to Work: Chronic Disease Self-Management Program."

The Contractor shall assist the Department of Health and Human Services, Bureau of Prevention Services (BPS) and Bureau of Elderly and Adult Services (BEAS) with CDSMP capacity-building activities including development of agency partnerships and site, leader, and referral networks; centralized management of program implementation; and coordinated data collection, monitoring and evaluation, reporting and analysis as required by the Stanford Chronic Disease Program and the Department of Health and Human Services.

Program Components and Services:

All program components and related services shall be carried out by the Contractor in cooperation with, and subject to the approval of, BPS and BEAS, and shall include the items below:

1) Infrastructure Development

- a) Obtain and/or Maintain license(s) from Stanford University to conduct trainings, workshops, and other activities to develop CDSMP capacity in NH;
- b) Hire or subcontract for the services of a Coordinator at least .75 FTE to fulfill centralized functions of the CDSMP project;
- c) Convene meetings and support activities of the CDSMP Project Management Team and Advisory Council;
- d) Adapt and develop consistent written materials describing the "Living Well" * program;
- e) Maintain a central statewide calendar for trainings, workshops, and other events related to CDSMP activities in NH;
- f) Issue or assist with publicity via various media about the above programs as needed by CDSMP Network partners;
- g) Develop presentation(s) to introduce the CDSMP program and assist outreach efforts to potential new partners, workshop sites, referring professionals and CDSMP leaders;
- h) Develop CDSMP leader, program site and referral networks;
- i) Coordinate publicity and logistical support to train CDSMP leaders and Master Trainers across network regions;
- j) Establish and manage a system for centralized record-keeping and reporting of required data elements.

2) Program Delivery

- a) Provide on-going logistical support to maintain and enhance CDSMP infrastructure as outlined above, including delivery of "Living Well" consumer workshops;

- b) Award implementation grants to support program delivery;
- c) Initiate and develop the "Living Well" Action Learning Collaborative.

3) Monitoring, Evaluation, and Quality Assurance

- a) Monitor and maintain CDSM program fidelity;
- b) Collect, compile, and analyze data elements as required:
 - to provide reports required by Stanford University with regard to trainings and workshops conducted under the above licenses;
 - to assess participant satisfaction and self-reported outcomes;
 - to provide information required by BPS and BEAS for reporting to the Administration on Aging and American Recovery and Reinvestment Act;
- c) Develop and implement a formative evaluation and quality assurance plan and process, with feedback loop for continuous quality improvement.

4) Embedded CDSM programming and continuity

- a) Support the Project Management Team, Advisory Council, "Living Well" Action Learning Collaborative and CDSM Network partners in creating a plan to sustain CDSMP in the state's aging services network
- b) Engage the Action Learning Collaborative to assess program achievements and carry forward planned strategies to maintain CDSMP activities;
- c) Incorporate CDSMP into on-going programming in at least 20 community aging services program sites.

The Contractor will subcontract as necessary to fulfill responsibilities under this Contract. The selection of subcontractors will be negotiated and approved with BPS and BEAS.

* "Living Well" is the title for Stanford CDSM programs used in Maine and Northern NH. The CDSM Network has agreed to use this title when referring to Stanford CDSM Programs throughout New Hampshire, both for consistency and to increase name recognition for this statewide initiative.

Outcome Measures:

Outcome Measures required under this Contract shall be the Anticipated Outcomes for this project as stated in the NH DHHS proposal to the AoA:

- a) Project coordinator established; Project Management Team meeting monthly; "Living Well" Advisory Council meeting quarterly; "Living Well" Action Learning Collaborative initiated in Year 2.
- b) 11 master trainers qualified to train leaders; 4 regional leader trainings; 30 leaders qualified to conduct "Living Well" consumer workshops; leader work plans; CDSMP trainer network for planning and coordination of activities; evaluation for continuous quality improvement of leader trainings.
- c) Statewide community aging services program site (and referral) network established; referral network created, with feedback loop on outcomes for referring providers from health care and community services.
- d) Systematic statewide delivery of 5 "Living Well" workshops in Year 1 and 25 in Year 2; 300 total participants, with at least 75% attending all workshop sessions; demonstrated fidelity to CDSMP; demonstrated continuous quality improvement (CQI).
- e) Stanford required data collected, analyzed and reported; participant course evaluations and self-reported outcomes data collected, analyzed and reported; formative evaluation plan and quality improvement process implemented with feedback for CQI; CDSMP implemented with demonstrated fidelity.
- f) Sustainability plan developed; "Living Well" Action Learning Collaborative initiated; CDSMP embedded in program delivery for at least 20 community aging services program sites.

Reporting Requirements:

The contractor shall report quarterly on progress to complete activities and achieve outcomes detailed in this Scope of Service. Reports may include additional data elements as required by the American Recovery and Reinvestment Act (ARRA) or Administration on Aging.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Chronic Disease Self-Management

CONTRACT PERIOD: July 1, 2010 or date of G&C approval, whichever is later, through March 31, 2012

CONTRACTOR NAME: Lamprey Health Care, Inc.
128 State Route 27

ADDRESS: Raymond, NH 03077

BOARD CHAIR: Elizabeth Crepeau

TELEPHONE: (603) 659-2494 ext.7210

Vendor # 177677-B003

Job # 90900004

Appropriation # 010-090-09200000-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$196,413 to establish and support development of a state-wide infrastructure to deliver the Stanford Chronic Disease Self-Management Program, funded by 100% Federal Funds from the American Recovery and Reinvestment Act (ARRA) through the Administration on Aging (Award No: 90RA0019/01), CFDA #93.725.

TOTAL: \$196,413

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
5. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

6. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Exhibit C
American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchase@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House - Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House - Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;
- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
- (7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public

Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award;
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;
- (4) Program or project title, if any;
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;
- (6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

- (i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;
- (ii) Name of the subcontractor/subgrantee;
- (iii) Amount of the subcontract/subgrant award;
- (iv) Date of the subcontract/subgrant award;
- (v) The applicable North American Industry Classification System (NAICS) code;
- (vi) Funding agency;
- (vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;
- (viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);
- (ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;
- (x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any subcontractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive

Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services, Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart __. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC

by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.
16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.
17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.
18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.
19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS

The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

*This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see:
<http://www.gpo.gov/davisbacon/referencemat.html>*

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage

determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The New Hampshire Department of Health and Human Services, Division of Public Health Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the New Hampshire Department of Health and Human Services, Division of Public Health Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the New Hampshire Department of Health and Human Services, Division of Public Health Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the New Hampshire Department of Health and Human Services, Division of Public Health Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the New Hampshire Department of Health and Human Services, Division of Public Health Services, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the

payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in

paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The New Hampshire Department of Health and Human Services, Division of Public Health Services shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Lamprey Health Care, Inc. From: 7/1/10 or date of G&C Approval, whichever is later To: 3/31/12
Contractor Name Period Covered by this Certification

Elizabeth Crepeau, Chair, Board of Directors
Name and Title of Authorized Contractor Representative

Elizabeth Crepeau 5.24.10
Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 7/1/10 or date of G&C Approval, whichever is later, through 3/31/12

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Elizabeth Crepeau
Contractor Signature

Elizabeth Crepeau, Chair, Board of Directors
Contractor's Representative Title

Lamprey Health Care, Inc.
Contractor Name

5.24.10
Date

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Elizabeth Crepeau
Contractor Signature

Elizabeth Crepeau, Chair, Board of Directors
Contractor's Representative Title

Lamprey Health Care, Inc.
Contractor Name

5.24.10
Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

<u>Elizabeth Crepeau</u>	<u>Elizabeth Crepeau, Chair, Board of Directors</u>
Contractor Signature	Contractor's Representative Title
<u>Lamprey Health Care, Inc.</u>	<u>5.24.10</u>
Contractor Name	Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

EL Crepeau

Contractor Signature

Elizabeth Crepeau, Chair, Board of Directors
Contractor's Representative Title

Lamprey Health Care, Inc.
Contractor Name

5.24.10

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. or data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of

Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.


IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Division of Public Health Services

Lamprey Health Care, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Jose Their Montero, MD

~~Jose Their Montero, MD~~

Name of Authorized Representative

Elizabeth Crepeau

Name of Authorized Representative

Director Bureau chief

Title of Authorized Representative

Chair, Board of Directors

Title of Authorized Representative

7/1/10

Date

5.24.10

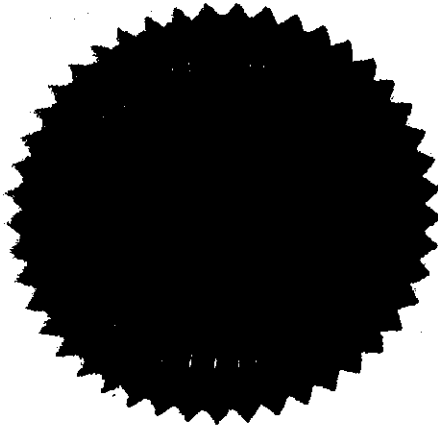
Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2010

A handwritten signature in cursive script, appearing to read "Wm Gardner", is written over a horizontal line.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Audrey Ashton-Savage, of Lamprey Health Care, Inc., do hereby certify that:

1. I am the duly elected Secretary of Lamprey Health Care, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Lamprey Health Care, Inc. duly held on 5/24/10.

RESOLVED: The Board of Directors of Lamprey Health Care, Inc. has the authority to enter into any and all contracts, amendments, renewals, revisions, etc. with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: The President of the Board of the Lamprey Health Care, Inc. is authorized by the governing body to execute any and all contracts, amendments, renewals, revisions, etc., on the Corporation's behalf. The current President of the Board is Elizabeth Crepeau.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 24, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Lamprey Health Care, Inc. this 24 day of May, 2010.

Audrey Ashton-Savage
Audrey Ashton - Savage, Secretary, Board of Directors

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 24 day of May, 2010 by Audrey Ashton - Savage.

Michelle L. Gaudet
Notary Public/Justice of the Peace MICHELLE L. GAUDET
My Commission Expires: _____ NOTARY PUBLIC
State of New Hampshire
My Commission Expires
12-03-2012

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This Certificate covers all operations usual and customary to the insured's business.

E. Gold

LAMPREY HEALTH CARE, INC.
AND SUBSIDIARY
CONSOLIDATED AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2009 AND 2008

BRAD BORRIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON
CONSOLIDATED FINANCIAL STATEMENTS

Board of Directors
Lamprey Health Care, Inc. and Subsidiary
Newmarket, New Hampshire

We have audited the accompanying consolidated balance sheets of Lamprey Health Care, Inc. and Subsidiary as of September 30, 2009 and 2008, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Lamprey Health Care, Inc. and Subsidiary as of September 30, 2009 and 2008, and the changes in its consolidated net assets and its consolidated cash flows for the years then ended in conformity with generally accepted accounting principles in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2009, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

Our audits were performed for the purpose of forming an opinion on the basic financial statements of the Organization taken as a whole. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual companies. Accordingly, we do not express an opinion on the financial position, results of operations, and cash flows of the individual companies.

However, in our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

The accompanying schedule of expenditures of federal awards and schedule of findings and questioned costs are presented for purposes of additional analysis, as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects, in relation to the basic financial statements taken as a whole.

A handwritten signature in dark ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
January 8, 2010

LAMPREY HEALTH CARE, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
SEPTEMBER 30, 2009 AND 2008

ASSETS

	<u>2009</u>	<u>2008</u>
Current Assets		
Cash and cash equivalents	\$ 1,385,664	\$ 1,682,239
Accounts receivable, less allowance for doubtful accounts of \$189,579 and \$218,549 at September 30, 2009 and 2008, respectively	531,346	524,463
Grants receivable	3,797,957	2,821,309
Other receivables	277,775	290,263
Due from third party payers	-	480,000
Other Current Assets	<u>164,897</u>	<u>92,203</u>
Total Current Assets	6,157,639	5,890,477
Assets Limited As To Use	1,858,525	952,123
Property And Equipment, Net	<u>4,222,273</u>	<u>4,288,172</u>
TOTAL ASSETS	<u>\$ 12,238,437</u>	<u>\$ 11,130,772</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 168,110	\$ 227,831
Accrued salaries and related expenses	795,784	667,903
Due to third party payers	200,250	227,000
Deferred revenue	3,864,564	2,995,943
Current maturities of long-term debt	<u>77,566</u>	<u>73,502</u>
Total Current Liabilities	5,106,274	4,192,179
Long-term Debt, Less Current Maturities	<u>2,122,933</u>	<u>2,200,921</u>
Total Liabilities	<u>7,229,207</u>	<u>6,393,100</u>
Net Assets		
Unrestricted	4,565,142	4,306,355
Temporarily restricted	<u>444,088</u>	<u>431,317</u>
Total Net Assets	<u>5,009,230</u>	<u>4,737,672</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,238,437</u>	<u>\$ 11,130,772</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2009 AND 2008

	2009	2008
Operating Revenue		
Net patient service revenue	\$ 6,422,396	\$ 6,008,890
Grants, contracts, and contributions, net	4,880,681	4,803,074
Other operating revenue	794,704	771,523
Interest income	16,487	36,339
Total Operating Revenue	<u>12,114,268</u>	<u>11,619,826</u>
Operating Expenses		
Payroll and related expenses	8,621,690	8,022,543
Other operating expenses	2,696,000	2,663,180
Depreciation	264,015	265,220
Bad debt expense	200,518	209,708
Interest expense	110,938	114,725
Total Operating Expenses	<u>11,893,161</u>	<u>11,275,376</u>
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	221,107	344,450
Grant for capital acquisition	28,451	-
Net Assets released from restrictions for capital acquisitions	<u>9,229</u>	<u>9,229</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 258,787</u>	<u>\$ 353,679</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2009 and 2008

	<u>2009</u>	<u>2008</u>
Unrestricted Net Assets:		
Excess of revenue over expenses	\$ 221,107	\$ 344,450
Grant for capital acquisitions	28,451	-
Net assets released from restrictions for capital acquisitions	<u>9,229</u>	<u>9,229</u>
Change in Unrestricted Net Assets	<u>258,787</u>	<u>353,679</u>
Temporarily Restricted Net Assets:		
Contributions, net	22,000	10,000
Net assets released from restrictions for capital acquisitions	<u>(9,229)</u>	<u>(9,229)</u>
Change in Temporarily Restricted Net Assets	<u>12,771</u>	<u>771</u>
CHANGE IN NET ASSETS	271,558	354,450
Net assets, beginning of year	<u>4,737,672</u>	<u>4,383,222</u>
NET ASSETS, END OF YEAR	<u><u>\$ 5,009,230</u></u>	<u><u>\$ 4,737,672</u></u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2009 AND 2008

	<u>2009</u>	<u>2008</u>
Cash Flows From Operating Activities		
Change in net assets	\$ 271,558	\$ 354,450
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	264,015	265,220
Bad debt expense	200,518	209,708
Grant for capital acquisitions	(28,451)	-
Restricted contributions	(22,000)	(10,000)
(Increase) decrease in the following assets:		
Patients accounts receivable	(207,401)	(181,239)
Grants receivable	(976,648)	(281,274)
Other receivables	12,488	(53,741)
Due from third party payers	480,000	-
Other current assets	(72,694)	(7,416)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(59,721)	90,192
Accrued payroll and related expenses	127,881	45,805
Due to third party payers	(26,750)	(100,000)
Deferred revenue	868,621	307,757
Net Cash Provided by Operating Activities	<u>831,416</u>	<u>639,462</u>
Cash Flows From Investing Activities:		
Increase in assets limited as to use	(906,402)	(285,684)
Restricted contributions	22,000	10,000
Capital expenditures	(198,116)	(119,515)
Net Cash Used by Investing Activities	<u>(1,082,518)</u>	<u>(395,199)</u>
Cash Flows From Financing Activities		
Grant for capital acquisition	28,451	-
Principal payments on long-term debt	(73,924)	(69,614)
Net Cash Used by Financing Activities	<u>(45,473)</u>	<u>(69,614)</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2009 AND 2008

	<u>2009</u>	<u>2008</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	(296,575)	174,649
Cash and cash equivalents, beginning of year	<u>1,682,239</u>	<u>1,507,590</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,385,664</u>	<u>\$ 1,682,239</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 110,938	\$ 114,725

(See accompanying notes to these consolidated financial statements)

Mission, Vision and Values

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services with an emphasis on prevention and lifestyle management to all individuals regardless of ability to pay.

- We seek to be a **leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

LAMPREY HEALTH CARE
Board of Directors 2009-2010

Betty Crepeau (President)

27 Hamel Farm Drive
Newmarket, NH 03857
(603) 659-5098-(h)
(603) 862-3420-(w)
Term ends 2012

Stephen Densberger (Vice President)

25 Manchester St.
P. O. Box 1947
Merrimack, NH 03054-1947
(603) 882-5191 (w)
(603) 913-2305 (fax)
Term Ends 2011

Carol LaCross (Treasurer)

219 Raymond Rd
Deerfield, NH 03037
(603) 463-9858 (h)
(610) 283-6222 (m)
Term Ends 2012

Audrey Ashton-Savage (Secretary)

31 New Road
Newmarket, NH 03857
(603) 659-3520 (h)
(603) 969-0358 (mobile)
Term Ends 2012

George D. Donovan, Jr.

7 Wingate Ct.
Stratham, NH 03885
603-772-6509
Term Ends 2010

Allen Ferrari

8 Autumn Lane
Stratham, NH 03885
603-772-1142 (h)
603-659-5555 (w)
603-659-4233 (direct line)
603-659-5913 (fax)
Term Ends 2010

Michael Merenda

2 Fox Hill Road
Durham, NH 03824-3404
603-868-5751 (h)
603-868-1032 (h fax)
603-862-3352 (w)
603-862-4468 (w. fax)
Term Ends 2012

Jean Ragonese

93 Sandown Road
Fremont, NH 03044
603-895-3263 (h)
Term Ends 2010

Colette D. Tilton

39 Scott Avenue
Nashua, NH 03062
(603) 888-1297 (h)
(603) 577-2439 (w)
Term Ends 2010

Thomas "Chris" Drew

Immediate Past President

2 Fogg Circle
Newmarket, NH 03857
603-659-6843 (h)
603-430-3750 ext. 3147 (w)
603-430-3753 (fax)
Term Ends 2010

Cynthia Giguere-Unrein

30 Steppingstone Road
Lee, NH 03861
603-397-5616 (h)
603-659-2230 (fax)
603-862-1009 (w)
Term Ends 2010

Paul M. Decarolis, Esq.

39 East Pearl Street
Nashua, NH 03060-3407
(603) 889-5959 (w)
(603) 886-0380 (fax)
Term Ends 2011

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name:

Lamprey Health Care, Inc.

Name of Bureau/Section:

Bureau of Prevention Services/Chronic Disease
Prevention & Control Section

BUDGET PERIOD:		SFY 11	7/1/10-6/30/11
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Paula Smith, AHEC Director	\$86,944	15.00%	\$13,041.60
Tracie Holmes, Program Assistant	\$34,362	25.00%	\$8,590.40
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$21,632.00

BUDGET PERIOD:		SFY 12	7/1/11-3/31/12
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Paula Smith, AHEC Director	\$89,523	15.00%	\$13,428.48
Tracie Holmes, Program Assistant	\$35,381	26.50%	\$9,375.91
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$22,804.39

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Paula K. Smith

39 Chase Road
Londonderry, NH 03053

(603) 537-9981 (H)
(603) 895-1514 (W)

EDUCATION

The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009

American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002

Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA, 2000

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125
Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA
Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH
Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998

Present

Director, Southern New Hampshire Area Health Education Center (AHEC)
Lamprey Health Care, Raymond, NH

- Coordinates, plans and supervises the establishment and operation of a new AHEC center and programs designed to increase access to quality health care in southern NH.
- Partners with community-based providers and academic institutions to improve the supply and distribution of primary health care professionals and facilitates student placements in the community with an emphasis on medically underserved areas.
- Provides training opportunities for residents, nurse practitioners, social worker, physician assistant, nursing and medical students, as well as practicing providers.
- Develops and coordinates health care awareness programs for high school students with a focus on minority and disadvantaged populations.
- Coaches health center microteams in quality improvement initiatives.

October 1995 to

February 1998

Regional Services Coordinator
New England Community Health Center Association, Woburn, MA

- Provided technical assistance, policy analysis, and other membership services to state primary care associations in New England and the community health centers they serve;
- Coordinated educational sessions for primary care clinicians and administrators on a variety of health care topics; assisted in developing program for two community health conferences a year, as well as one-day programs;
- Acted as liaison for members of MIS/Fiscal Directors and other regional committees;
- Wrote grants, including concept development, implementation plans and budget, for government and foundation proposals;
- Designed survey instruments, analyzed data, and wrote reports for region-wide surveys of community health centers, including compensation survey, needs assessment for locum tenens, survey on management information systems, and survey on productivity and staffing ratios;
- Acted as Project Director of Phase III of the Mammography Access Project;
- Wrote and distributed quarterly newsletter to health centers and public health organizations throughout New England.

February 1992 to
October 1995

Program Director
Department of Medical Security, Boston, MA

- Managed the Labor Shortage Initiative, a \$23 million state-wide program providing education and training opportunities in health care occupations; oversaw the allocation of funds to participating hospitals, colleges and universities, and community organizations; supervised the development of contracts; monitored program achievements.

- Developed, implemented, and managed the *Children's Medical Security Plan*, a health insurance program for uninsured children under the age of 13; negotiated and monitored contracts totaling nearly \$12 million with participating insurers; coordinated public relations and outreach activities related to the program; acted as a liaison with various advocacy groups.
- Managed *CenterCare*, a \$4 million managed care program providing services through contracts with 30 community health centers across the state; allocated resources to participating centers; developed and conducted training sessions on *CenterCare* program operations for health center staff; analyzed demographic and utilization data of participants.

May 1990 to
February 1992

Contract Manager
Department of Medical Security, Boston, MA

- Coordinated the procurement process for both *CenterCare* and the Labor Shortage Initiative, which included writing Requests for Proposals (RFPs), reviewing and analyzing proposals, monitoring the contracting and administration of funded proposals, and acting as a liaison between interested parties;
- Monitored *CenterCare* by coordinating payments to contractors, conducting site visits at participating community health centers, and reporting on program status; managed administrative procedures and acted as a liaison between agencies for all contracts in accordance with regulations.

October 1988 to
May 1990

Contract Specialist
Office of the State Comptroller, Boston, MA

- Assisted and instructed departments in the process of contract approval, as well as utilization of the state-wide automated accounting systems (MMARS);
- Developed policies in support of state regulations pertaining to contract approval.
- Supervised contract officers in the review and approval of statewide consultant contracts; created reports to monitor departmental activities; organized special projects.

January 1988 to
October 1988

Contract Officer
Office of the State Comptroller, Boston, MA

- Reviewed and approved transactions on MMARS submitted by departments throughout the Commonwealth;
- Managed Tax Exempt Lease Purchase program of all departments in the Commonwealth;
- Utilized word processing and spreadsheet programs.

September 1985 to
January 1988

Administrative Assistant
Joseph M. Smith Community Health Center, Alston, MA

- Provided assistance to the Executive Director in overall administration of health center;
- Assisted Finance Director in management of accounts, and prepared monthly invoices for all grant reimbursement, utilizing word processing and spreadsheet programs.
- Supervised the payroll system and managed personnel files for 60 employees;
- Acted as liaison between outside vendors and health center;
- Interviewed candidates for support staff positions.

AFFILIATIONS

Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award
Leadership Board: American Lung Association of New Hampshire
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming
Leadership New Hampshire 2003 Associate
Advisory Board Member- New Hampshire Minority Health Coalition
Member of National AHEC Organization
Member of the American Society of Training and Development
Organizational Recipient of 2002 Champions in Diversity Award for Education
Recipient of 1992 Commonwealth of Massachusetts Pride in Performance Award

References Available Upon Request

Tracie E. Holmes
142 Faith Lane
Manchester, NH 03103
(603) 494-8491

OBJECTIVE

To contribute acquired skills and recent educational background to an organization offering opportunities for growth and advancement.

SUMMARY OF QUALIFICATIONS

- Skilled in administrative and office procedures
- Developed interpersonal and supervisory skills having dealt with a diversity of customers, professionals, and staff members.
- Ability to achieve immediate and long-term goals and meet operational deadlines.
- Computer experience includes Word, Excel, and Peoplesoft

PROFESSIONAL EXPERIENCE

10/08 – present

SOUTHERN NH AREA HEALTH EDUCATION CENTER

Program Assistant

Provide administrative support to AHEC staff and clients. Coordinates education and training programs, maintain continuing education files, prepare reports and act as a liaison with faculty. Update Event calendar. Assist with mailings of event brochures. Maintains registration for upcoming conferences and events.

2/03-present

NASHUA AREA HEALTH CENTER

Medical Records Supervisor

Supported three high volume departments with up to date current files and medical information on patients. Worked collaboratively on a Logician Steering Committee for transitioning the Medical Record Department from a paper chart to the Electronic Medical Record. Established and maintained a good working relationship with customers, staff, physicians, managers, and outside contacts.

6/01-11/02

DARTMOUTH-HITCHCOCK MANCHESTER

Human Resources Assistant

Provided secretarial support to the Admin/Human Resources Department to include typing correspondence, screening telephone calls, maintaining appointment calendars, filing, typing and posting vacant positions within the Dartmouth-Hitchcock organization. Maintained accurate and current files on all employees. Processed payroll on all staff to include inputting payroll in computer system for Payroll to process, reviewing all timesheets for accuracy and meeting proper guidelines and policies. Assisted with the scheduling of interviews, greeting of prospective candidates, checking references and employment verifications also processing all response letters.

6/90-2/98

DARTMOUTH-HITCHCOCK MANCHESTER/BEDFORD

Supervisor for Health Information

Responsible for the efficient running of daily operations within the Health Information Department. Covered for two departments in the managers absence. Processed, reviewed requests of disability forms, narrative reports and depositions requested by attorneys, insurance co's., and patients. Scheduled, coordinated, and attended on site reviews of medical records with patients, attorneys and other authorized individuals. Handled confidential information in strict compliance with department and institutional policy.

EDUCATION

8/00-5/04

NH Technical Institute, Concord, NH
Human Resources Management Certificate

8/90-5/93

Notre Dame College, Manchester, NH
Associates in Early Childhood Education

9/86-6/90

Trinity High School, Manchester, NH
Diploma

REFERENCES

Furnished Upon Request.

Budget Form

**New Hampshire Department of Health and Human Services
Division of Public Health Services
COMPLETE ONE BUDGET FORM FOR EACH PROPOSAL**

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: Chronic Disease Self-Management Network

(Name of RFP)

Budget Period: 7/1/10 or date of G&C whichever is later through 3/31/12

Line Item	SFY 11 Program Funds Requested	SFY 12 Program Funds Requested	SFY 11/12 Other Funds	Total
1. Total Salary/Wages	\$ 21,632.00	\$ 22,804.00	\$ -	\$ 44,436.00
2. Employee Benefits	\$ 4,110.00	\$ 4,333.00	\$ -	\$ 8,443.00
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,100.00	\$ 4,650.00	\$ -	\$ 7,750.00
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 224.00	\$ 225.00	\$ 448.00	\$ 897.00
6. Travel	\$ 400.00	\$ 470.00	\$ -	\$ 870.00
7. Occupancy	\$ -	\$ -	\$ 2,400.00	\$ 2,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 120.00	\$ 120.00	\$ -	\$ 240.00
Postage	\$ -	\$ -	\$ 100.00	\$ 100.00
Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 33,200.00	\$ 29,730.00	\$ 2,458.00	\$ 65,388.00
12. Subcontracts/Agreements	\$ 23,862.00	\$ 28,578.00	\$ -	\$ 52,440.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Sub-Total Direct Costs	\$ 87,648.00	\$ 90,910.00	\$ 5,406.00	\$ 183,964.00
14. Indirect Costs (*not to exceed 10% of direct costs)	\$ 8,765.00	\$ 9,090.00	\$ 594.00	\$ 18,449.00
TOTAL	\$ 96,413.00	\$ 100,000.00	\$ 6,000.00	\$ 202,413.00

*With submission of monthly expenditure reports, the contractor shall allocate indirect costs as a percentage of actual direct costs incurred during each month, not to exceed 10% of direct costs billed that month.

DHHS Program/Section Manager Approval KB
initials

Preparer Name & Phone: Kathy Berman & Therese Date: 5/20/10

Contractor Name: Lamprey Health Care, Inc. Amount: \$ 196,000

External Reviews
Allow 2 weeks per Review

Internal Reviews
Allow a MINIMUM of 2 days per Review

G&C Target Date: 7/14

DAS Deadline Date: 6/30

OCOM Deadline Date: 6/23

AG's Deadline Date: 6/9

To DPHS Director: 6/7

To Financial Administrator: 6/3

To Bureau Chief: 6/1

Back 5/28

Item	Verify	C	R&A	Comments
1 Blue Sheet	place G&C file name/path on this sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2 DOJ/DAS Contract Checklist	Stapled and completed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
3 Briefing Memo	memo revised 9/3/04, all info consistent with G&C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
4 G & C Letter (template)	dates, approp #'s, vendor name, address & #'s, amts, format, funding sources & %'s, clarity of purpose, justification performance measures and cost justification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
5 Bid Sheet (template)	scores, %'s & max pts make sense, vendor name, town, state	<input type="checkbox"/>	<input type="checkbox"/>	to do
6 P-37	NEW FORMAT effective 1/1/09 - check for vendor name, address, signatory, title, notary & date is correct. Each page initialed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
7 Amendment	vendor info, dates, amts, etc match current & previous contracts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8 Exhibit A	Scope of Services matches G&C purpose/explanation - initialed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
9 Exhibit B	Purchase of Services, funding sources, %'s, job & CFDA #'s- initialed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
10 Exhibit C	Special Provisions information from Comprehensive General Liability Acknowledgement form used to complete #14 insurance - initialed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
11 Exhibit D	Drug-Free Workplace Requirements - signed, dated, titled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
12 Exhibit E	Lobbying Requirements - signed, dated, titled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
13 Exhibit F	Debarment, Suspension, etc. Matters - signed, dated, titled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
14 Exhibit G	Amer W/Disabilities Act Compliance - signed, dated, titled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
15 Exhibit H	Environmental Tobacco Smoke - signed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
16 Exhibit I	Health Insurance Portability and Accountability Act (HIPAA). Only needed if Protected Health Information is exchanged. -signed & dated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Cert of Gd Stdg/Certificate	effective date (apr 1), vendor name consistent with contract NOT required for Municipalities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17				
18 Cert of Vote	vendor name, address, signatories & dates match P-37 & memo	<input type="checkbox"/>	<input type="checkbox"/>	
19 Certificate of Insurances	(1) Worker's Comp Ins provided; (2) General Liability of 2 mill per occurrence (use waiver language in Exhibit C Item #14 Insurance if under); (3) NH DHHS w/full address listed as Certif. Holder; (4) Minimum of 10 days in cancellation section; (5) Policy is current	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs to be quoted, expires 7/1/10
20 Financial Audits:	MOST RECENT: letter of transmittal from CPA balance sheet income statement statement of fund balance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
21 Mission		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
22 Bd of Directors	with titles and addresses - make sure current	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
23 Key Personnel (template)	key staff only with annual salary, salary/% from contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
24 Resumes -MUST BE CURRENT (dates, titles, employer)	key staff only, employed or contracting with vendor - 2 pg max, must show direct employment/connection w/contracted organization & job title must match Key Personnel info; job description required if position is vacant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
25 Budget (template)	verify budget balances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to do
26 Original G&C Letter		<input type="checkbox"/>	<input type="checkbox"/>	
27 Original G&C Contract	NEW - this is for AG review only - use file copy. AG will return - remove before submitting to OCOM	<input type="checkbox"/>	<input type="checkbox"/>	
28 Amendment G&C Letters		<input type="checkbox"/>	<input type="checkbox"/>	
29 Amendment G&C Contracts	NEW - this is for AG review only - use file copy. AG will return - remove before submitting to OCOM	<input type="checkbox"/>	<input type="checkbox"/>	

NOTE:

- Agreements NOT purchasing Social Services do not need to submit: Financials, Mission, Bd of Directors, Key Personnel or Resumes
- C=Contract Base award period (original 1 or more year period)
- R=Renewal Extend time period of orig contract & level fund base award budget
- Revised 06/08/09-ba Modify active contract or renewal w/additional funds and/or time

STATE OF N.H. CONTRACT CHECKLIST

1. Agency: DHHS / Div. Public Health svc.	2. Primary Agency Contact (for contract questions/discussion): Kathleen Berman
3. Primary Agency Contact Phone Number: 271-5172	4. Primary Agency Contact Email: psmith@snhahec.org
5. Secondary Agency Contact (for contract return): Theresa Smith / Barbara Dolan	6. Secondary Agency Contact Phone Number: 271-6897 / 8990
7. Contractor Name: Lamprey Health Care, INC.	8. Price Limitation: \$ 196,000
9. Targeted G & C Closing Date: July - 7/29/10	10. Targeted G & C Meeting Date: July - 8/11/10

11. RUSH? _____ REQUESTED RUSH RETURN DATE FROM DOJ: _____
(If requested return date is less than two weeks from Targeted G & C Closing Date, please explain.)

PART 1: CONTRACT CHECKLIST FOR DEPARTMENT OF JUSTICE REVIEW

Item	Verify	✓	Comments
12. Execution	Fully and properly executed; all blocks on P-37 fully completed.	<input checked="" type="checkbox"/>	
13. Exhibit A Scope of Services (P-37)	Scope of Services described in detail.	<input checked="" type="checkbox"/>	
14. Exhibit B Payment Terms (P-37)	Contract price, method and terms of payment described in detail.	<input checked="" type="checkbox"/>	
15. Exhibit C Special Provisions (P-37)	Modifications, additions and/or deletions to Form P37, General Provisions, described in detail.	<input checked="" type="checkbox"/>	
16. Secretary of State's Office Certificate of Good Standing ("CGS")	Individuals contracting in <u>their own name</u> do not need a CGS. Business organizations and trade names need a CGS, except for nonresident non-profit corporations.	<input checked="" type="checkbox"/>	
17. Certificate of Vote / Authority ("CVA")	Individuals contracting in <u>their own name</u> do not need a CVA. Business entities and trade names need a CVA.	<input checked="" type="checkbox"/>	

STATE OF N.H. CONTRACT CHECKLIST

18.	Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract specified in Exhibit C.	<input checked="" type="checkbox"/>	Expired 7/1/10. Vendor will provide current cert. ASAP
19.	Bond/Security and Power of Attorney	If contract requires a bond, required documentation (e.g. letter of credit) is attached.	<input type="checkbox"/>	N/A
20.	Workers' Compensation	Contractor demonstrates compliance with or exemption from RSA 281-A (and if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).	<input checked="" type="checkbox"/>	
21.	Amendment	Originally approved contract and any prior amendments provided to DOJ and DAS with amendment. Exercise of any renewal/ extension options in the original contract identified in amendment.	<input type="checkbox"/>	N/A
22.	Business Associate Agreement	Fully executed HIPAA Business Associate Agreement attached.	<input checked="" type="checkbox"/>	

FOR DOJ USE ONLY

DATE RECEIVED: 7/8/10 JLC	DATE APPROVED: 7/15/10
DATE CONDITIONALLY APPROVED:	DATE REJECTED:
REVIEWING ATTORNEY: Rebecca Woodard	PHONE AND EMAIL: x1250

NOTES

STATE OF N.H. CONTRACT CHECKLIST**PART 2: CONTRACT CHECKLIST FOR DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW**

Item	Verify	✓	Comments
23. Request Letter – Requested Action	Requesting Party; purpose (to enter into a contract); contractor name/address; cost; services; timing; funding source.	<input checked="" type="checkbox"/>	
24. Request Letter – Funding & Funding Statement	Verify that funding is available; contingent upon future budgets; allocated by fiscal year; proper account numbers used.	<input checked="" type="checkbox"/>	
25. Request Letter – Explanation.	Description of services; reason for retroactive or sole source; details of bidding process; proper statewide approvals obtained.	<input checked="" type="checkbox"/>	
26. DoIT Approval (if applicable)	Dept. of Information Technology Approval Letter attached.	<input type="checkbox"/>	N/A
27. Personnel Approval (if applicable)	Director's signature on P-37 or approval letter attached.	<input type="checkbox"/>	N/A
28. Lease Approval	Review/Approval by DAS/Bureau of Planning & Management, if applicable.	<input type="checkbox"/>	N/A
29. Bid Evaluation/ Summary	Criteria & scoring; evaluation team members & qualifications included; bid-opening minutes.	<input checked="" type="checkbox"/>	
30. Central Services – Is a Statewide contract available?	Limit contract to period for which a statewide contract is not available.	<input type="checkbox"/>	N/A
31. Memorandum of Understanding	One request for both agencies with all required information/approvals.	<input type="checkbox"/>	N/A
32. Authorized Signor	Agency signatory must have legal authority (via statute or power of attorney) to contract on behalf of the State.	<input checked="" type="checkbox"/>	
33. Social Service Contracts	Provide latest F/S; list of BOD; key personnel & salaries; resumes of those involved in the project.	<input checked="" type="checkbox"/>	
34. Format	Pages double-sided; ¾ inch margins; font is 10 Pica or larger; all pages sequentially numbered	<input checked="" type="checkbox"/>	

STATE OF N.H. CONTRACT CHECKLIST

		and labeled (Page 1 of __; Exhibit A, B, etc); pages initialed and dated by contractor.		
35.	Number of Copies	One original plus 10 copies (10 G&C and 1 DAS)	<input type="checkbox"/>	
36.	Order of Documents in Request Package	G&C Letter; bid summary; DoIT approval; personnel approval; lease approval; executed contract or contract amendment; Exhibit A; Exhibit B; Exhibit C; Certificate of Good Standing; Certificate of Vote/ Authority; Certificate of Insurance; Bond/Security and Power of Attorney; Workers' Compensation; Business Associate Agreement; Social Services Documents; Audited F/S, BOD, key personnel, resumes; original request letter & contract, if current request is an amendment.	<input checked="" type="checkbox"/>	

FOR DAS USE ONLY

FOR DAS USE ONLY	
DATE RECEIVED:	REVIEWING BUSINESS SUPERVISOR:
PHONE:	EMAIL:

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[illegible]

